

Toledo

Teamsters #238 (Police)

7/1/2006 6/30/2009



**AGREEMENT  
BETWEEN**

**CITY OF TOLEDO, IOWA  
POLICE DEPARTMENT**

**AND**

**TEAMSTERS LOCAL UNION 238  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**July 1, 2006  
to  
June 30, 2009**

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**CITY OF TOLEDO  
POLICE**

This Agreement is being executed by the City of Toledo, Iowa (hereinafter called the "Employer") and Teamsters Local Union 238, affiliated with the International Brotherhood of Teamsters (hereinafter called "Union").

**ARTICLE 1  
RECOGNITION**

The Employer agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 5701, for those employees as listed below:

**INCLUDED:** All regular full time police officers employed at the Toledo, Iowa Police Department.

**EXCLUDED:** All elected officials and any other person excluded by Section 4 of the Act.

**ARTICLE 2  
DEFINITIONS**

Section 2.1

A probationary employee is one who has not completed twelve (12) consecutive months of service with the Employer. Employees who are rehired after resignation or discharge will be required to complete another twelve (12) month probationary period. During the probationary period, employees may be terminated or discharged by the Employer without cause. No grievance may be filed regarding such action by the Employer, but a written statement of the reasons for the termination or discharge will be provided to the employee.

Section 2.2

A regular employee is an employee who has completed the probationary period and is normally scheduled to work at least thirty (30) hours per week on a regular and continuous basis during the year.

Section 2.3

Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 2.4

Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2.5

Chief shall mean the Chief of Police of the City of Toledo, or the designated representative of the Chief.

Section 2.6

Work day shall mean the scheduled work day of the employee involved.

#### Section 2.7

The provisions of this Agreement shall not apply to part time employees such as reserve officers.

### **ARTICLE 3 SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE 4 EMPLOYER RIGHTS**

The Employer will conduct, operate and manage the police department. Unless specifically limited herein, the Employer has, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charters, or special act, the exclusive power, duty and right to direct the work of its public employees, determine worker qualifications, assign work, and prescribe the number and length of the work day and work week. Such rights shall include, but not be limited to, the following rights: to plan, direct, control and subcontract any work; to discontinue any work; to change existing policies and procedures; to introduce new or improved procedures; to hire, promote, demote, transfer, assign and retain employees, to suspend, discharge or otherwise discipline employees for proper cause; to lay off or relieve employees from duty because of lack of work or any other legitimate reason; to determine the number of employees to perform the assigned work; to assign overtime work; to determine the work and duties to which employees are assigned; to change, expand or eliminate positions; and to promulgate and enforce rules, regulations and policies. The Employer is granted the exclusive right to carry out the mission of the public employer and to initiate, prepare, certify and administer its budget and to exercise all other power and duties granted to the Employer by law. The Employer shall also have such inherent rights as are normally vested with employers unless limited by this Contract.

### **ARTICLE 5 POLICIES AND PROCEDURES**

#### Section 5.1

The Employer shall have the right to make such reasonable rules, regulations and policies for the conduct of its business as it may deem desirable; provided, however, such rules shall not conflict with the terms of this Agreement. Employees shall be disciplined in accordance with established rules of the Employer. Newly established rules, policies and regulations, or changes in such rules, shall be reduced to writing and furnished to the Union at least ten (10) days before the effective date of the rule.

## Section 5.2

Unless specifically modified in this Agreement, employees shall continue to be subject to and bound by all rules, regulations and policies of the Employer as the same may from time to time be amended.

## **ARTICLE 6 SUPERVISORY WORK**

The Employer and Union agree that the Employer's police department is being operated on a small scale. In recognition of this fact, it is agreed that the Chief shall perform such regular police duties as time shall permit consistent with the performance of his supervisory duties.

## **ARTICLE 7 NON-DISCRIMINATION IN EMPLOYMENT**

### Section 7.1

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of employees to refrain from Union membership. There will be no discrimination by the Employer or Union because of membership or non-membership in the Union. The Union agrees that neither it, nor any of its officers or agents, will engage in Union activity which will interrupt or interfere with the operations of the Employer.

### Section 7.2

The Employer and Union agree to comply with all federal and state non-discrimination in employment laws. The parties specifically agree that the Employer may take any action required to comply with the Americans with Disabilities Act in spite of any provision in this Agreement to the contrary.

## **ARTICLE 8 CHECK-OFF**

### Section 8.1

The Employer agrees, upon receipt of written authorization of the employee, to deduct from the pay of an employee who is a Union member covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employee and agrees to remit to said Local Union all such deductions. The written authorization by the employee is to be furnished in the form required by law. If the employee provides thirty days written notice, the employee may terminate the dues check off and the Employer shall no longer deduct dues and initiation fees and remit them to said Local Union.

### Section 8.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

### Section 8.3

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, order, damages, or judgments brought or issued against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

### Section 8.4

The Employer shall make deductions for Teamsters Local 238 Credit Union provided the employee has provided proper written authorization.

## **ARTICLE 9 UNION REPRESENTATIVES – STEWARDS**

### Section 9.1

Authorized representatives of the Union shall be permitted to visit the Police Station and confer with representatives of the Employer. If such Union representative desires to confer with a union steward of an employee on duty, the representative must first notify and obtain permission of the supervisor. The steward or the employee will be granted permission for such conference if it does not interfere with the normal operations of the department. Time spent in such conferences shall be without pay.

### Section 9.2

The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate steward whose authority shall be limited to and not exceed the following duties and activities:

- (1) To transmit all authorized bargaining unit information which is in writing; or if it is verbal, it is of such a routine nature that it does not interfere with the Employer's operation.
- (2) To represent an employee at any time during any type of disciplinary action if requested to do so by the employee being disciplined.

Stewards are expected to investigate any alleged grievance during the non-working hours of the steward and the grievant.

### Section 9.3

An on-duty employee may attend negotiations and will be subject to call and may have to leave.

### Section 9.4

The Employer shall provide a bulletin board in each location for posting of Union notices on such bulletin board. Only Union officials or stewards shall present to management notices to be posted on such bulletin boards. Notices shall be signed by either the Union official or steward and said notices shall be restricted to only the following matters:

- (a) Union meetings;
- (b) Union elections, appointments and results of such elections;
- (c) Union recreational, educational and social affairs;
- (d) Such other matters as are mutually agreed upon by the Union and the Employer.

## Section 9.5

Union representatives and employees will not be paid for time spent on Union business during working hours.

## **ARTICLE 10 GRIEVANCE PROCEDURE AND ARBITRATION**

### Definition

A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

### First Step.

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the Police Chief.

### Second Step.

If the grievance is not resolved satisfactorily on Step One, the Union may file, within five (5) days after the occurrence giving rise to the grievance, a written grievance with the Police Chief. The Police Chief will meet with the Union within fourteen (14) days and attempt to resolve the grievance. All written grievances shall state the Article and Section of the Agreement alleged to have been violated, the date of the violation, a brief description of the facts giving cause for the grievance and the relief requested.

### Third Step.

- (a) If the grievance is not resolved satisfactorily in Step Two, the Union may submit the grievance to binding arbitration by giving written notice to the City within fifteen (15) days after the Step Two answer is given. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.
- (b) The grievant and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators. Either party may request a new panel of seven (7) arbitrators.
- (c) The parties shall strike names from the panel. The Union shall remove the first name from the list. The meeting to strike names shall be held within fourteen (14) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one (1) name at a time from the list until one (1) name shall remain.

The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.



- (d) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provision of this Agreement to the settlement of issues and grievances arising hereunder.
- (e) Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the Union.

The failure by an employee, the Union, or its representative to process a grievance or appeal of the Employer's answer within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered forfeited. The failure by the Employer or the Employer's representative to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance, which then may be appealed to the next step.

The Union's decision to arbitrate shall be authorized by the Local Union Executive Board or its Business Agent.

## **ARTICLE 11 NO STRIKE**

The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strike, slowdown, boycott, sit-in, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

## **ARTICLE 12 IMPASSE PROCEDURE**

The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

## **ARTICLE 13 SENIORITY**

### **Section 13.1**

A probationary period of one (1) year shall be required for full-time officers. The one (1) year probationary period covers only performance and job related qualifications. All fringe benefits are granted to full-time officers (officers who work an average 40-hour week and 2080 hours per year) after 30 days of continuous employment as a full-time employee.

### **Section 13.2**

Seniority is defined as an employee's length of regular full-time continuous service with the Employer since the employee's last date of hire.

### **Section 13.3**

In the event it becomes necessary to reduce the work force, seniority will be followed for those positions coming under this Agreement. When recalling employees, they shall be recalled according to seniority.

- (a) In the event of a layoff, an employee so laid off shall be given ten (10) days notice of layoff or recall by certified letter, mailed to his last known address. The employee must respond to such notice of recall within three (3) days after receipt of notice of recall unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
- (b) All employees on layoff status shall retain their seniority for a period of one (1) year.
- (c) Prior to layoff an employee will be given ten (10) days notice of intent to layoff.
- (d) Laid off employees have the sole responsibility for notifying the department of any address change. Notices under this Article shall be deemed to have been received by the employee three (3) days after notice of recall is mailed by certified mail to such employee at the employee's then current address on file with the department.

#### Section 13.4

An employee shall lose seniority and the employment relationship shall be terminated as follows:

- (a) the employee quits or is discharged for proper cause;
- (b) the employee engages in other work while on a personal leave of absence;
- (c) the employee gives a false reason for obtaining a personal leave of absence;
- (d) the employee is absent from work for two (2) consecutive days without notice to Employer;
- (e) the employee fails to report for work at the end of a leave of absence;
- (f) the employee fails to report to work following a layoff as required above;
- (g) the employee retires.

#### Section 13.5

Benefits shall not accumulate or continue after the first consecutive thirty (30) days of an unpaid leave of absence.

### **ARTICLE 14 HOURS OF WORK AND OVERTIME**

#### Section 14.1

The work week shall run from Tuesday 12:01 A.M. through Monday 12:00 P.M.

Determination of daily and weekly hours of work shall be made by the Chief. However, prior to implementing any change of regular shift schedules the Chief shall meet with appropriate Union representatives and receive their input prior to making a final decision.

Twelve (12) hour work shifts is the current practice in effect July 1, 2006.

Each shift includes a thirty (30) minute paid lunch break and two fifteen (15) minute paid rest breaks during which breaks employees are subject to call.

## Section 14.2

Overtime shall be paid by the Employer for the following:

- (a) Time worked over the officer's scheduled shift; or
- (b) Hours worked in excess of eighty-six (86) hours per two (2) week pay period.

To be paid for overtime, the extra hours worked beyond the scheduled shift must be approved in advance by the Chief.

## Section 14.3

Employees who are called back to work shall be paid \$25.00 if time spent is less than two (2) hours, (regardless of time actually worked) and employee is free to leave work at completion of the reason for the call back. Call backs that require more than two (2) hours for completion shall be paid to the employee, which may be overtime depending upon the number of hours worked in that pay period.

## Section 14.4

The standard payroll shall be paid bi-weekly with paydays on the Friday following the end of the payroll period. The pay period will cover a two (2) consecutive week period.

## Section 14.5

If an employee is required by the Employer to appear at a City Council meeting, he/she will be paid for all time spent at the meeting.

## Section 14.6

The Employer shall have the right to change the work assignment of any officer prior to the commencement of the officer's shift, provided the officer is given as much advance notice of the change as possible under the circumstances.

## Section 14.7

Any overtime will be paid at one and one-half (1½) times the regular rate of pay for each hour of overtime.

## Section 14.8

The Department Head shall have discretion to grant compensatory time to the employee in lieu of overtime. Such compensatory time shall be granted only at the request of the employee, and only if the Department Head determines the use of that compensatory time can be accommodated without hardship to the Employer. No employee can accumulate more than forty (40) hours of compensatory time. All compensatory time shall accumulate at the rate of 1.5 times the number of overtime hours worked. All compensatory time accumulated must be used or cashed out by the Employee by the last pay period of the employer's fiscal year.

## **ARTICLE 15 HOLIDAYS**

### **Section 15.1**

Regular full-time employees will be paid eight (8) hours times the employee's straight time rate for the following holidays:

- New Years Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Personal Day – taken with Chief's prior approval

### **Section 15.2**

The regular full-time employees will be paid for eight (8) hours of regular pay for each of the above-specified holidays, provided: (i) the employee has worked as a full-time employee for thirty (30) calendar days; and (ii) the employee has worked the last scheduled work day preceding the holiday and the first scheduled work day following such holiday. Any employee who is on an authorized vacation or sick leave of absence shall be considered as having worked for purposes of this Article.

### **Section 15.3**

An employee who works on a recognized holiday shall receive, in addition to holiday pay, straight time for all hours worked on the holiday.

## **ARTICLE 16 VACATIONS**

### **Section 16.1**

Subject to the provisions of this Article, all full-time employees shall be granted paid vacation based upon years of continuous, active service with the Employer as follows:

- Five (5) days each calendar year after one full year of employment;
- Ten (10) days each calendar year after two full years of employment;
- Fifteen (15) days each calendar year after seven full years of employment;
- Sixteen (16) days each calendar year after sixteen full years of employment and;

One (1) additional day each calendar year for each additional full year of employment after sixteen to a maximum of 25 days after 25 full years.

### **Section 16.2**

The purpose of vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the same as presently administered. Accordingly:

- (a) All vacation earned must be taken by the employee prior to the time the employee is credited with any additional vacation, unless the Chief authorizes, in writing, an extension of time for taking said vacation;
- (b) No employee shall be entitled to vacation pay in lieu of vacation;
- (c) An employee whose employment with the Employer is terminated for any reason, voluntarily or involuntarily, shall receive vacation earned for years prior to the year in which the employment is terminated and not previously taken.

#### Section 16.3

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

#### Section 16.4

Vacation requests for two or more days of vacation must be submitted at least thirty (30) calendar days in advance of the vacation period requested. Vacation requests of one or two days shall be submitted to the Chief as soon as possible. Because of the small size of the department, only one employee shall be allowed to use vacation at any time.

#### Section 16.5

In the event that a holiday falls within an employee's vacation leave, the day off will be counted as a holiday rather than a day of vacation.

#### Section 16.6

Vacation pay shall be computed based on eight (8) hours at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

### **ARTICLE 17 SICK LEAVE**

#### Section 17.1

Sick leave shall be used for personal illness and injury of the employee. Sick leave will not be allowed if an employee is injured while engaging in self-employment or the employment of a different employer.

#### Section 17.2

All full-time employees shall earn and will accumulate one and one-half (1½) days of sick leave per month of full-time employment up to a maximum accrual of ninety (90) sick days.

#### Section 17.3

To be eligible for sick leave, an employee shall notify the Employer of the illness or injury as soon as possible but in any event one (1) hour prior to the starting time of the employee's scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

#### Section 17.4

The Employer has the right to verify the reported illness of an employee. An absence of three (3) or more consecutive work shifts shall require a certification from the employee's physician to be eligible for sick leave pay. In the event an employee has excessive use of sick days in comparison with the remainder of the officers, the Employer may require the employee to furnish a medical doctor's written statement to verify future illnesses before any sick leave payment will be made.

#### Section 17.5

In the event of an on-the-job injury occurred while working for the Employer, the employee must cooperate with the Employer and insurance carrier in providing relevant information pertaining to the occurrence of the injury. The employee shall retain the benefits received from workers' compensation. No employee is entitled to receive paid sick leave benefits and workers' compensation benefits for the same injury, except that the employee may use accumulated sick leave for the first three days after an injury.

### **ARTICLE 18 FUNERAL LEAVE**

Regular full-time employees will be eligible for a paid leave of absence of up to five (5) working days immediately following the death of a spouse or child. Regular full-time employees will be eligible for a paid leave of absence on the day before, the day of, and the day after the funeral of the parent, sister, brother, grandparents and grandchildren of the employee and spouse. All pay will be at the employee's straight time hourly rate times eight (8) hours. Additional time off without pay for travel will be granted by the Employer. Only days absent which would have been regular work days are eligible for payment.

### **ARTICLE 19 MILITARY LEAVE**

#### Section 19.1

All regular employees entering military service of the United States (whether involuntary or voluntary including National Guard or Reserves) shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

#### Section 19.2

According to Section 29.A28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

### **ARTICLE 20 JURY DUTY AND COURT LEAVE**

#### Section 20.1 Jury Duty

A full-time employee shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee shall submit certification of jury service to the City and shall assign to the City that part of all remuneration received for jury service

which can reasonably be described as duplicate compensation. The employee must report to work if they are discharged from the jury before the end of their regular scheduled hours of work.

#### Section 20.2 Court Leave

No employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Department of Transportation.

An employee required to appear for any of the reasons set out in Section 20.2 will be paid \$25.00 if time spent is less than two (2) hours, (regardless of time actually required) and employee is free to leave the court appearance upon completion or release by the Court. Court duty that requires more than two (2) hours for completion or release by the Court shall be paid to the employee at the regular rate for that employee which may be overtime depending upon the number of hours worked in that pay period.

### **ARTICLE 21 UNIFORMS**

#### Section 21.1

The Employer will pay for the cleaning, repair or replacement of uniforms soiled, damaged or destroyed in the performance of duties.

#### Section 21.2

The Employer will provide bullet-proof vests and handcuffs. The Employer will replace vests as they come out of warranty. Employees will notify the Chief when his or her vest is about to come out of warranty.

#### Section 21.3

Employer will loan up to \$300.00 to new employees, interest free, to purchase leather goods or Accu-mould and Utility Gear. The Employer will deduct the amount of such loan in equal amounts over the first six (6) months of employment. If the probationary employee is terminated prior to the completion of the six (6) month period, the employee will pay the balance owing for the leather goods or Accu-mould and Utility Gear, or surrender the gear to the Employer upon the completion of his or her last day of duty.

#### Section 21.4

The Employer will repair or replace leather goods or Accu-mould and Utility Gear which is damaged or destroyed in the line of duty.

**ARTICLE 22**  
**EVALUATIONS AND OTHER MATTERS**

Section 22.1

The City of Toledo, Iowa has the right to discipline employees for just cause. The City of Toledo, Iowa has a progressive discipline procedure which establishes guidelines regarding the violations of rules and regulations by employees. The progressive discipline is as follows:

**A. MINOR RULES VIOLATION WITH NO CRIMINAL LAWS VIOLATED:**

First Offense: Verbal warning with no consequence

Second Offense: Written warning with copy placed in personnel file with no consequence

Third Offense: Written warning with copy placed in personnel file with consequence imposed by the Chief

Fourth Offense: Termination

**B. MINOR RULES VIOLATION WITH CRIMINAL STATUTE VIOLATED:**

First Offense: Written warning with copy placed in personnel file with consequence imposed by the Chief, including:

- (1) Suspension without pay for one (1) day
- (2) Suspension without pay for two (2) days
- (3) Suspension without pay for three (3) days
- (4) Termination

Second Offense: Written warning with copy placed in personnel file with consequence imposed by the Chief, including:

- (1) Suspension without pay for three (3) days
- (2) Suspension without pay for three (3) to fifteen (15) days
- (3) Termination

Third Offense: Termination

**C. SERIOUS RULES VIOLATION WHICH MIGHT DISCREDIT THE TOLEDO POLICE DEPARTMENT OR BE AN EMBARRASSMENT TO THE DEPARTMENT:**

First Offense: Written warning with copy placed in personnel file with consequence imposed by the Chief and the Community Protection Committee of the City Council. The consequences may include:

- (1) Evaluation with required course of correction or treatment
- (2) Suspension without pay for one (1) to three (3) days
- (3) Termination

Second Offense: Written warning with copy placed in personnel file with consequences imposed by the Chief, including:

- (1) Suspension without pay for three (3) days



- (2) Suspension without pay for three (3) to fifteen (15) days
- (3) Termination

Third Offense: Written warning with copy placed in personnel file with consequences imposed by the Chief, including:

- (1) Suspension without pay for three (3) to fifteen (15) days
- (2) Termination

D. SERIOUS RULES VIOLATION OR VIOLATION OF A CRIMINAL STATUTE:

First Offense: Written warning with copy placed in the personnel file with consequence imposed by the Chief, including:

- (1) Suspension without pay for three (3) days
- (2) Suspension without pay for three (3) to fifteen (15) days
- (3) Termination

Second Offense: Termination

E. INDICTMENT OR COUNTY ATTORNEY INFORMATION FILED AGAINST OFFICER:

First Offense: Written warning with copy placed in the personnel file with consequence imposed by the Chief, including:

- (1) Indefinite suspension with pay if duty-related and approved by the Chief and the Community Protection Committee of the City Council.
- (2) Indefinite suspension without pay until indictment or information charges are resolved.
- (3) Termination

Second Offense: Termination

F. SERIOUS MISDEMEANOR OR FELONY CONVICTION:

First Offense: Termination

Section 22.2

- A. All evaluation forms will be retained, locked, and under the control of the Chief.
- B. Employees shall receive a photocopy of their own evaluation but are not entitled to review the evaluations of any other employees.
- C. Department heads are entitled to review the evaluations of their employees only, not the evaluations of employees of other departments.
- D. Evaluation records are considered confidential personnel records under Iowa Code Chapter 68A. Photocopies of evaluation forms will be forwarded to any outside agencies requesting such, only after written approval to release the form is given by the employee. Evaluations will be completed by the employee's supervisor annually in December.

### Section 22.3

A physical examination for the purpose of determining the fitness to perform the work for which hired shall be required of all new full time employees. This pre-employment physical shall be by a doctor designated and paid for by the Employer. The Chief may require annual or periodic physicals of any employee in the Department. Such physicals shall be at the expense of the Employer and performed by a doctor designated by the Employer.

### Section 22.4

The Employee shall have the right (upon three [3] business days prior notice) to review all contents of his or her personnel file. The Employee may request copies of those file contents, once each year at no cost; other requests for copies shall be paid for by the Employee to the Employer at ten cents (\$0.10) per page. The Employer may make appropriate entries to the Employees' file at any time, but all new entries shall have a copy provided to the Employee. Annual reviews and supporting documents for those reviews shall be removed from the file and destroyed three (3) years after completion. The result is that the Employees' file will always contain three (3) annual reviews. Entries such as citizen complaints or other routine entries shall be reviewed by the Employee and the Chief at the annual review. If such entries result in no disciplinary proceedings, they will be removed and destroyed at the annual review, unless such materials become a part of the annual review, to be removed as provided above for annual reviews. Personnel file documents related to disciplinary proceedings shall remain in the file forever.

## **ARTICLE 23 OUTSIDE EMPLOYMENT**

### Section 23.1

Employees who desire to obtain outside employment or engage in self-employment must submit a written application to the Chief on a form provided by the Department and obtain the written approval of the Chief before engaging in any such employment.

### Section 23.2

Employees will not be allowed to engage in outside employment which could, in the sole opinion of the Chief, reflect adversely upon the Department or the City of Toledo, Iowa. Employees will not be allowed to work at outside employment within two (2) hours prior to the commencement of their scheduled duty time.

### Section 23.3

The Employee must provide the Chief with a telephone number of the employee's outside employment where the employee can be reached by the Department in case of an emergency.

### Section 23.4

The Employer shall, at its discretion, have the right to revoke approval for an employee's outside employment if the Chief, in his sole discretion, determines that the employee's outside employment may be affecting the performance of the employee's duty for the City of Toledo, Iowa.

#### Section 23.5

Requests for approval of outside employment will not be unreasonably denied.

### **ARTICLE 24 GENERAL CONDITIONS**

#### Section 24.1

This Agreement shall be construed under the laws of the State of Iowa.

#### Section 24.2

Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

#### Section 24.3

In the event any provision of the Agreement is held invalid by a court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provision of this Agreement.

#### Section 24.4

Training is an important aspect of every employee's job. The following guidelines shall apply to training:

The Chief will approve the training to be undertaken and assign the employee to the training of any other job assignment.

Transportation and tuition shall be paid for or provided by the Employer. Actual meal expense, verified with receipts, shall be reimbursed up to a maximum of twenty dollars (\$20.00) per day.

Training during regular hours, the preferred situation, shall be paid for as any other work assignment.

If the training seminar the employee is attending is out of town, the Chief may authorize overnight lodging with the cost to be paid by the Employer.

#### Section 24.5

The Employer will pay mileage at the then current city rate per mile if the employee uses his or her vehicle for out of town travel.

## **ARTICLE 25 INSURANCE**

### **Section 25.1**

The City will continue to pay the full cost of dependent/single health insurance coverage available to regular full time employees. The City reserves the right to change insurance carriers provided that the benefits remain substantially equal or greater than the existing policy. As long as the City of Toledo offers a dental program for full time municipal employees, the program shall be made available to full time police officers with the City paying the same portion of the premium as it pays for the other municipal employees.

### **Section 25.2**

The City will provide fifteen thousand dollars (\$15,000) life insurance for full time employees; coverage to be on or off the job with an additional fifteen thousand (\$15,000) for accidental death of employees.

## **ARTICLE 26 WAGES**

### **Section 26.1**

- a) From July 1, 2006 to June 30, 2007 wages shall be as follows:

Starting Wage Non Certified Officers:	\$28,264
Starting Wage Certified Officers:	\$29,467
Maximum Wage ( Certified Only )	\$31,873
- b) From July 1, 2007 to June 30, 2008 wages shall be as follows:

Starting Wage Non Certified Officers:	\$29,112
Starting Wage Certified Officers:	\$30,351
Maximum Wage ( Certified Only )	\$32,829
- c) From July 1, 2008 to June 30, 2009 wages shall be as follows:

Starting Wage Non Certified Officers:	\$29,985
Starting Wage Certified Officers:	\$31,261
Maximum Wage ( Certified Only )	\$33,814

### **Section 26.2 New Hires**

- a) Certified new hires will receive wage increases every six months of 25% of the difference between starting and maximum wage until the employee reaches the maximum wage.
- b) Non-certified new hires shall receive wage increases every six months of \$500.00 until certified. Provided however, that the maximum pay for non-certified employees shall be equal to starting pay for certified. Once certified, that employee's wage shall be recomputed (for future pay only) as though the employee has been certified at the time of hire. Pay increases after certification shall be computed in accordance with Section 26.2(a).

Section 26.3

For purposes of calculating overtime, holiday, vacation, funeral and sick leave pay, the hourly wage shall be calculated using 2080 hours of scheduled work per year.

**ARTICLE 27**  
**DURATION OF AGREEMENT**

Section 27.1

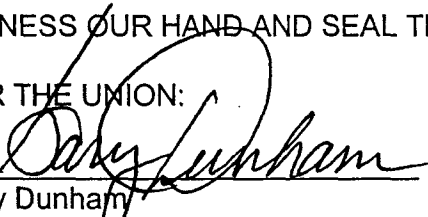
This Agreement shall be effective on the first day of July, 2006, and all provisions shall continue in full force and effect through June 30, 2009.


Section 27.2

Negotiations shall begin no later than October 15, 2008, when the entire contract shall be open for negotiations. The Union shall serve written notice to the Employer of its intention and request for negotiations not later than that date.

WITNESS OUR HAND AND SEAL THIS 10 DAY OF April, 2006.

FOR THE UNION:


  
\_\_\_\_\_  
Gary Dunham  
Principal Officer, Local 238

  
\_\_\_\_\_  
Rick Willett  
Business Representative  
Teamsters Local Union 238

FOR THE CITY OF TOLEDO, IOWA

  
\_\_\_\_\_  
Bill Clinton  
Mayor

ATTEST:

  
\_\_\_\_\_  
Carolyn Brownfield  
City Clerk  
By authority of the City Council, City  
of Toledo, Iowa